


INVITATION TO BID (ITB)

 <p>LAKE COUNTY, FLORIDA OFFICE OF PROCUREMENT SERVICES</p>	<p>ITB NO 06-004 ISSUE DATE: May 30, 2006 CONTRACTING OFFICER: Donna Thielhart PHONE NO: 352.343.9525 FAX NO 352.343.9473 EMAIL dthielhart@co.lake.fl.us</p>																					
<p>SUBMIT BID PROPOSAL / OFFER PRIOR TO: CLOSING DATE: June 30, 2006 CLOSING TIME: 3:00 P.M. (local time)</p>	<p>SUBMIT TO: See Section 3.0</p>																					
<p>DESCRIPTION: CONSTRUCTION OF CITRUS RIDGE LIBRARY, FLORIDA</p> <p>A MANDATORY PRE-BID WILL BE HELD ON <u>June 19, 2006 at 9:00 A.M.</u> IN THE BOARD OF COUNTY COMMISSIONERS CHAMBERS, 315 WEST MAIN STREET, SECOND FLOOR TAVARES, FLORIDA.</p> <p><u>DRAWINGS AND SPECIFICATIONS MAY BE PURCHASED FROM TAMPA REPROGRAPHICS & SUPPLY, CONTACT ROBIN FLEISHAKER, 813.350.9372, FAX NO. 813.350.9363. E-MAIL PLANWELL@TRSTAMPA.COM. DRAWINGS AND SPECIFICATIONS MAY BE PURCHASED AT THE COST OF \$250.00 NON REFUNDABLE. CHECKS MADE PAYABLE TO: TAMPA REPROGRAPHICS & SUPPLY</u></p> <p><u>THIS DOCUMENT MAY BE FOUND ON OUR WEB PAGE :WWW.LAKEGOVERNMENT.COM, UNDER PROCUREMENT SERVICES</u></p> <p>BIDDERS BEST DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER</p> <p>PROMPT PAYMENT TERMS: _____% DISCOUNT PERIOD _____DAYS: NET 30 DAYS</p> <p style="text-align: center;">NON-BID REPLY</p> <p>If you do <u>not</u> want to respond to this ITB at this time, or, would like to be removed from the Lake County's Bidders List, please mark the appropriate space, fill in the company name and address, and return this sheet only.</p> <p>_____ Not interested at this time; keep our firm on Lake County's Bidders List for future bids of this good / service</p> <p>_____ Please remove our firm from Lake County's Bidders List for this good / service.</p> <p>The below named bidder makes the attached offer and hereby agrees to furnish the goods and/or services pursuant to all requirements, specifications, terms and conditions contained in this solicitation document, and further agrees that the language of this document shall govern in the event of a conflict with his or her bid. By my signature I certify that this offer / bid is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting a response for the services, and is in all respects fair and without collusion or fraud.</p>																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="height: 40px; vertical-align: top;">COMPANY NAME:</td> <td style="height: 40px; vertical-align: top;">DATE:</td> </tr> <tr> <td colspan="2" style="height: 60px; vertical-align: top;">MAILING ADDRESS:</td> <td style="height: 60px; vertical-align: top;">PHONE:</td> </tr> <tr> <td colspan="2"></td> <td style="height: 40px; vertical-align: top;">FAX:</td> </tr> <tr> <td style="height: 40px; vertical-align: top;">CITY:</td> <td style="height: 40px; vertical-align: top;">STATE:</td> <td style="height: 40px; vertical-align: top;">ZIP:</td> </tr> <tr> <td style="height: 40px; vertical-align: top;">SSN OR FEDERAL TAX NO:</td> <td colspan="2" style="height: 40px; vertical-align: top;">TITLE OF AUTHORIZED REPRESENTATIVE:</td> </tr> <tr> <td style="height: 40px; vertical-align: top;">E-MAIL:</td> <td colspan="2" style="height: 40px; vertical-align: top;">WEB URL:</td> </tr> <tr> <td style="height: 60px; vertical-align: top;">AUTHORIZED SIGNATURE:</td> <td colspan="2" style="height: 60px; vertical-align: top;">PRINTED NAME:</td> </tr> </table>		COMPANY NAME:		DATE:	MAILING ADDRESS:		PHONE:			FAX:	CITY:	STATE:	ZIP:	SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:		E-MAIL:	WEB URL:		AUTHORIZED SIGNATURE:	PRINTED NAME:	
COMPANY NAME:		DATE:																				
MAILING ADDRESS:		PHONE:																				
		FAX:																				
CITY:	STATE:	ZIP:																				
SSN OR FEDERAL TAX NO:	TITLE OF AUTHORIZED REPRESENTATIVE:																					
E-MAIL:	WEB URL:																					
AUTHORIZED SIGNATURE:	PRINTED NAME:																					

Invitation to Bid 06-004
CONSTRUCTION OF CITRUS RIDGE LIBRARY
Due by 3:00 P.M. local time on ***June 30, 2006***

Table of Contents

<u>Section 1.0</u>	<u>Specifications and Technical Requirements</u>
1.1	Procurement Rules
1.2	Definition
1.3	Drawings and Specifications
1.4	Completion
1.5	Contractor's Responsibilities
1.6	Permit, Impact Fees and Liquidated Damages
 <u>Section 2.0</u>	 Instruction to Bidders
2.1	Definition
2.2	Additional Copies
2.3	Qualification of Bidders
2.4	Addendum
2.5	Preparation of Bid
2.6	Bid Guarantee
2.7	Rejection of Bids
2.8	Awarding of Contract
2.9	Signing of Contract
2.10	Submission of Post Bid Information
2.11	Bidder's Liaison/Representative
2.12	Firm Fixed Price
 <u>Section 3.0</u>	 <u>Administrative Requirements and Instructions</u>
3.1	Bid Closing
3.2	Delivery of Bids
3.3	Pre Bid Conference
3.4	Public Bid Opening
3.5	Questions Concerning Bid (ITB)
3.6	Bidder Responsibility/Clarification & Addenda
3.7	Restricted Discussion
3.8	Conflict of Interest
3.9	Public Entity Crimes
3.10	Bid Proposal Package
3.11	Bid Validity Period
3.12	Withdrawal of Bid
3.13	Bid Rejection
3.14	Minor Irregularities
3.15	Incurred Expenses
3.16	Performance
3.17	Receipt & Acceptance
3.18	Discounts
3.19	Lake County Tax Exemption
3.20	Disputes/Exceptions
3.21	Exceptions/Alternates
3.22	Brand Name or Alternate
3.23	Silence of Specifications
3.24	No Confidentiality of Information

<u>Section 4.0</u>	<u>Indemnification & Insurance</u>
4.1	Indemnification
4.2	Insurance Requirements

<u>Section 5.0</u>	<u>Submittal Requirements</u>
5.1	Economy of Presentation
5.2	Bid Guidelines

<u>Section 6.0</u>	<u>Attachments</u>
6.1	Bid Form
6.2	References
6.3	Conflict of Interest Disclosure Form
6.4	Compliance with Public Records Law
6.5	Bond Forms
Attachment A	Sixteen Divisions

PURPOSE: The Lake County Board of County Commissioners is soliciting competitive sealed bids to construct Lake County's Citrus Ridge Library. A complete set of the bidding documents and plans may be obtained through Tampa Reprographics & Supply, phone 813.350.9372, fax 813.350.9363, at a cost of \$250.00 non refundable. You may view the bidding documents and plans at Lake County Procurement Services upon request.

SECTION 1.0 – SPECIFICATIONS AND TECHNICAL REQUIREMENTS

1.1 Procurement Rules:

- A. **IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that the Procurement Services Department has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on evaluation of the bid submission compared to the specific requirements and qualifications contained in these documents.
- B. The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements.
- C. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid proposal, but may result in being considered as not in the best interest of the County.
- D. To be considered for an award, the Bidder must agree to abide by each mandatory requirement included in this ITB.

1.2 Definitions:

- A. The term "Invitation to Bid" (ITB) means this invitation to make an offer to the Lake County Board of County Commissioners.
- B. The term "bidder" means the entity making an offer to the Lake County Board of County Commissioners in response to this invitation.
- C. The term "bid proposal" means the offer submitted by the bidder.
- D. The term "contractor" means a bidder that is awarded a contract as a result of this invitation.
- E. The term "County" means Lake County, Florida, Board of County Commissioners.
- F. The terms "you" and "your" means the same as the term "bidder" above.
- G. The term "addenda" means written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, including Drawings, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.

1.3 Drawings & Specifications:

Refer to Harvard Jolly Architects, Drawing Numbers, and specifications, dated March 20, 2006.

Civil Drawings Index, Drawing Numbers, C001, Existing Site and Erosion Control Plan, C101, Site Development Plan, C201, Grading and Drainage Plan, C301, Site Utility Plan, C401, Site Details, C402, Site Details, C403, Site Details.

Landscape Drawing Index, Drawing Numbers, L1.1 Landscape Planting Plan, L3.1 Irrigation Plan.

Structural Drawings Index, Drawing Numbers, S0.0 General Notes and Details, S1.1 Foundation Plan, S1.2 Low Roof, 2nd Floor Framing Plan, S1.3 High Roof Framing Plan, S2.1 Wall Sections, S2.2 Wall Sections, S2.3 Wall Sections, S2.4 Wall Sections, S2.5 Wall Sections, S2.6 Wall Sections, S2.7 Wall Sections, S2.8 Wall Sections, S2.9 Truss Sections, S2.10 Wall Sections.

Architectural Drawing Index, AS3.1 Architectural Site Plan, A1.1 Life Safety First Floor Plan, A1.2 Life Safety Second Floor Plan, A5.1 Architectural First Floor Plan, A5.2 Architectural Second Floor Plan, A6.1 Dimensioned First Floor Plan, A6.2 Dimensioned Second Floor Plan, A7.1 Furniture & Equipment First Floor Plan, A8.1 Reflected Ceiling First Floor Plan, A8.2 Reflected Ceiling Second Floor Plan, A9.1 Architectural Roof Plan, A9.2 Roof Details, A9.3 Roof Details, A10.1 Architectural Elevations, A10.2 Architectural Elevations, A11.1 Transverse Building Sections, A11.2 Longitudinal, Building Sections, A11.3 Wall Sections, A11.4 Wall Sections, A11.5 Wall Sections, A11.6 Wall Sections, A11.7 Wall Sections, A12.1 Stair Details, A13.1 Interior Partition Details, A13.2 Interior Partition Details, A14.1 Door & Frame Schedules, A15.1 Aluminum Window Elevations, A15.2 Aluminum Window Details, A15.3 Aluminum Window Details, A16.1 1st Floor Enlarged Floor Plans and Interior Elevations, A18.1 Casework Elevations & Details, A19.1 Finish Schedule.

Interior Design Drawings Index, ID5.1 Interior Design Floor Plan.

Mechanical Drawings Index, M1.1 General Notes, Abbreviations, Legends and Index – Mechanical, M2.1 Site Plan, Mechanical, 3.1 First Floor Plan, Mechanical, M3.2 Second Floor Plan, Mechanical, M3.3 Roof Plan, Mechanical, M4.1 Enlarged Plans, Mechanical, M5.1 Details, Mechanical, M6.1 Schedules, Mechanical, M7.1 Piping Schematic Mechanical.

Plumbing Drawings, Index

P1.1 Abbreviations, Legend and Index, P3.1 First Floor Plan, Plumbing, P3.2 Second Floor Plan, Plumbing, P3.3 Roof Plan, Plumbing, P4.1 Riser Diagrams, Plumbing, P5.1 Details Plumbing, P6.1 Schedules and General Notes, Plumbing.

Fire Protection Drawings Index

FP1.1 Notes, Legend and Abbreviations, Fire Protection, FP3.1 First Floor Plan, Fire Protection, FP3.2 Second Floor Plan, Fire Protection, FP4.1, Details, Fire Protection.

Electrical Drawings Index

E1.1 General Notes, Symbol Legend and Index, Electrical, E1.2 Systems Symbol Legend and Luminaire Schedule, E2.1 Site Plan, Electrical, E3.1 First Floor Plan, Power, E3.2 First Floor Plan, Systems, E3.3 Second Floor Plan, Power and Systems, E4.1 First Floor Plan, Lighting, E4.2 Second Floor Plan, Lighting, E5.1 Roof Plan, Electrical, E6.1 Panel Schedules, E6.2, Panel Schedules, E6.3 Mechanical Feeder Schedules, E7.1 Power Riser Diagram, E8.1 Electrical Details, E8.2 Electrical Details, E8.3 Electrical Details, E8.4 Electrical Details, E8.5 Electrical Details

1.4 COMPLETION:

Any service resulting from an award from this Invitation to Bid shall be performed Sunday thru Saturday without restrictions, with prior approval of the County, as long as the working hours do not violate the County's Ordinance or Codes.

Schedule of Values (see Attachment A) must accompany bid response.

The contractor shall abide by all terms contained in the attached contract.

Days to Complete:

**Four Hundred and Twenty Calendar Days (420) for substantial completion
Four Hundred and Fifty Calendar Days (450) for final completion**

CPM, Critical Path Method

On the 25th of each month, the contractor shall prepare an application for payment, which reflects all construction activities completed to date, for the review of the Architect of Record and the County's Project Manager. A weekly schedule is required for project progress, as well as a three week look ahead scheduled meeting. With regard to any contract for construction services, a local governmental entity may withhold from each progress payment made to the contract to an amount not exceeding 10 percent of the payment as retainage until 50-percent completion of such services. A reduction in retainage must be approved by the County's Project Manager. The contractor will be required to submit an updated Critical Path Method (CPM) schedule with the monthly applications for payment. The C.P.M. is considered a requirement for payment. Failure to submit or update the schedule to reflect current field conditions will result in non-payment or delay of payment until the C.P.M. is received. Prior to final payment the contractor shall provide all contract close out documents including but not limited to as-builts, operating and maintenance manuals and warranties. Contractor must complete all punch-list items prior to final payment.

1.5 CONTRACTOR'S RESPONSIBILITIES:

1. The contractor shall be responsible for providing a temporary account for a water supply for the period of construction. Contractor shall, upon completion of the work,

- remove the temporary supply.
2. The contractor shall provide electrical service for the periods of construction, provide necessary temporary wiring and upon completion of the work, remove such temporary service.
 3. The contractor shall provide area distribution boxes so located that the individual trades may furnish a 100ft. maximum length extension cords to obtain power and lighting at points where needed for work, inspection, and safety. Temporary lines and service equipment shall be maintained in a safe condition at all times and extension lines removed and stored at the end of the working day.
 4. The contractor shall make necessary arrangements and pay costs for installation and operation of telephone service for the contractor's use.
 5. The contractor shall provide a field office that is operational. To include: computer, facsimile machine, telephone, drawings, and any other equipment necessary which will satisfy the needs of the County. The premises must be adequate in size to accommodate the contractor's field staff, storage, meeting room and the County's Construction Management staff and, Superintendent/Project Manager
 6. Within the contractor's facilities, maintain at all times a set of approved construction plans and specifications, copies of all construction documents, approvals and submittals for use by the Architect and the County. The contractor shall provide submittal shop drawings on all materials incorporated into the project, and maintain/keep up to date a submittal log in the construction field office.
 7. The contractor shall at all times maintain adequate sanitary facilities for workmen's use; no public nuisance will be allowed.
 8. The contractor or his subcontractor shall prepare for review and approval of the Architect and Engineer of Record, all submittals/product information, shop drawings for all materials, equipment and fixtures to be incorporated in this project prior to the commencement of work.
 9. The contractor shall coordinate and secure the approval of the County's Project Manager prior to locating space for the following: Office trailer, material storage or staging areas.
 10. Provide a list of subcontractors, include name, address, phone number and cell number.

Close Out Documents –

11. At the conclusion of the project and prior to final payment the contractor shall provide the owner a complete set of As Built Drawings that will be reviewed by the Architect. In addition, all approved shop drawings shall be revised to reflect the As Built Condition and be signed & sealed by the appropriate engineer, I.E. Mechanical HVAC Duct Drawings, Fire Alarm Systems Drawings, etc.
12. Provide both contractor's and manufacturer's warranties.
13. Provide Certificate of Occupancy
14. Provide interior and exterior door keys
15. Provide Maintenance & Operation Manuals and Material Safety Data Sheets

Safety Requirements –

16. The contractor's superintendent and site coordinator shall speak and understand English and shall be on the job site during all working hours.
17. The contractor shall be responsible for initiating, maintaining and supervising all aspects of the job-site safety.
18. The contractor shall take precautions for safety of and provide protection to prevent injury to County employees.

19. The contractor shall give notice and comply with all applicable Federal, state and city laws and Ordinance rules and regulations and lawful order of public authorities bearing on safety of person or property or the protection from damage and injury.
20. The contractor shall erect and maintain as required by existing conditions and performance of the contract, safeguards for safety and protection, including posting danger signs and other warnings against hazardous conditions.
21. The contractor shall designate the superintendent as the responsible member of the organization to determine at the job site whose duty it shall be to coordinate all aspects of the safety program. Any person or persons in the employment of the general contractor or a subcontractor, who is found to be conducting them self in a detrimental manner as determined by the County's Project Manager will be removed from the job site upon notification.
22. The contractor shall protect, defend, indemnify and hold the County, its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or in any way connected with any act or omission of the contractor, its successors and assigns, its subcontractors or anyone claiming under it or through it or resulting from any breach, violation or non-performance or any covenant conditions or agreement herein contained.

1.6 PERMIT, IMPACT FEES and LIQUIDATED DAMAGES: Section 218.80 requires the County to disclose required permits and fees. City Water fee and any other permit impact fee, government fee percolation testing for septic system shall be included in the bid amount as an allowance in the amount of \$104,190.41. This fee shall be paid by the awarded contractor. The County shall provide a direct reimbursement to the contractor in this amount as part of the contractor's Schedule of Values, submitted on the monthly pay applications. If the fees exceeds the allowance, the contractor shall submit a request for a Change Order. This allowance has been calculated based on the following information provided by the Board of Lake County Commissioners' staff.

Fire Impact Fees	\$9,158.00 per square foot per Wendy Wickwire, Impact Fee Coordinator
Water Impact Fees	\$1,300.00 per Randy Corburn with South Lake Utilities Coordinator
Sewage Impact Fees	\$3,395.00 per Randy Corburn with South Lake Utilities
Building Permits, estimated at	\$15,000
Water Meter	\$800.00 per Randy Corburn with South Lake Utilities
County Road Impact	60,947.36 Per Wendy Wickwire, Impact Fee Coordinator
Permit & Impact Fee Contingency	\$13,590.05

Total Permit and Impact Fee Allowance – Total Estimated Cost \$104,190.41

Liquidated Damages: If liquidated damages are assessed pursuant to Chapter 3, Article 17, damages shall be calculated at the rate of \$500.00 per calendar day for failure to meet the required date of Substantial Completion. Liquidated damages are being assessed not as a penalty.

Actual Damages: If the actions or inactions of the General Contractor cause the Owner to be assessed fines or penalties or to suffer any other financial loss, the General Contractor shall be responsible to reimburse the Owner for such actual damages. The General Contractor cannot disclaim consequential damages.

2.0 INSTRUCTION TO BIDDERS

2.1 BID DOCUMENTS:

Bid Documents include the Notice to Bidders, Instructions to Bidders, the Bid Form, Schedule of Values and the Contract Documents, including the Drawings, Specifications and all Addenda issued prior to receipt of bids.

The original bid proposal and four (5) complete copies of the bid proposal shall be sealed and delivered to the Office of Procurement Services no later than the official closing date and time. Any bid proposal received after this time will not be considered and will be returned unopened to the submitter.

2.2 ADDITIONAL COPIES OF BIDDING DOCUMENTS:

BIDDERS, SUBBIDDERS, AND PRODUCT SUPPLIERS may obtain additional copies of the drawings and specifications with the cost to be paid by the person requesting the documents. The County will not be responsible for selecting, printing, or distributing in any manner, any or all drawing sheets and specification pages.

2.3. QUALIFICATION OF BIDDERS:

Contractor, Subcontractor, Sub-subcontractor, etc., shall be properly licensed under the federal, state, and municipal laws governing the bidder's respective trade in the area in which the Project site is located.

Before awarding a contract, the County is requiring the apparent low bidder to qualify as being a responsible bidder by furnishing any or all of the following data at the time of bid closing.

- (A) A financial statement showing assets and liabilities of the bidder, current to within 30 days of bid opening, or other financial information satisfactory to the County.
- (B) The name and home office address of the Surety proposed, who must be licensed in Florida, and the name and address of the responsible local claim agent.
- (C) A list of the four most recent public projects of a similar scope and nature constructed under the bidder's present name; list the contract date, the original date set for completion and the actual date of acceptance of each; give the present name & address of Municipality and Architect for each.
- (D) The number of employees on the regular payroll of the bidder's organization; give the name and an outline of qualifications of the proposed job superintendent, site coordinated and each member of the organization who will supervise various parts of the work; give the name of members of the organization who hold appropriate trade

licenses and will be responsible for proper installation and the numbers of these licenses.

2.4. **ADDENDUM:**

Neither the County nor the Architect shall be responsible for any oral communication with prospective bidders nor for any written confirmation of any oral communication submitted by any bidder, sub-bidder, supplier, etc., to the County or Architect.

If the County revises (amends) this ITB, the Lake County Office of Procurement Services notice will be posted on the Lake County Internet site: http://www.lakegovernment.com/open_bids_projects.htm. You must acknowledge each addendum in your bid proposal. Failure to acknowledge each addendum may prevent your bid proposal from being considered for award. It is solely your responsibility to ensure that you have received all addendums to this ITB before submitting your bid proposal.

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of these proposed Contract Documents, the bidder may submit to the County a written request for an interpretation. The request must be received by the County six (6) working days or more, prior to the date established for the Bid Opening. It is the responsibility of each bidder to verify that all addenda have been received before the bid is submitted.

2.5. **PREPARATION OF BIDS:**

The bid sum shall be for materials, labor and the products by manufacturers named within the specification or addenda. Requests for substituting other manufacturers shall be considered ten (10) days prior to bid opening.

Should a conflict be discovered within the plans and specifications, the contractor shall notify the Architect of Record with the discrepancy, unless the bidder asked for and obtained a decision, in writing, from the County, before entering into this Contract.

Bidders shall include taxes. Savings which accrue to the County as a result of the County directly ordering materials and/or equipment will be adjusted through a Change Order.

Prime Contract Bid: Each bid shall be prepared on blank Bid form provided herein. The bidder shall indicate the correct name, address, telephone number, and license numbers in the spaces furnished in the Bid Proposal Form. The amount of the base bid shall be the total charge for the job, as indicated on the Bid Proposal Form. In case of conflict between words and figures, the words, shall govern.

When allowances are required, each bidder shall include these allowances as applicable to his Contract work, in his base bid, as an attachment to the Bid Proposal Form.

When unit prices are required, each bidder shall give the required prices for each unit price affecting the contract work.

Each bidder shall indicate again the correct name on the last page of the Bid Proposal Form above the signature. Bids by individuals shall be signed by the person bidding. Bids by a construction company with a sole owner shall be signed in the name of the company by the owner of the company. Bids by partnership shall show the full name of all partners and shall be signed in the name of the partnership by one of the partners.

Bids by corporations shall indicate the legal name of the corporation, followed by the name of the State of Incorporation and must be signed in blue ink by the agent qualified to sign for the company. The signature of a person authorized as agent to bind any of the above will be acceptable provided the bid is accompanied by a proper Power-of-Attorney. Bids by corporations shall have the corporate seal affixed adjacent to the signature. The officer signing the Bid Proposal Form shall be authorized by the corporation's charter to sign for and bind the corporation.

All signatures shall be in blue ink and the name of the persons signing shall also be typed or printed below the signature followed by a title showing the relationship to the Bidding organization such as: Owner's in the case of a sole Owner; A "Partner" in the case of a partnership; "President" "Vice President", "Secretary", or "Treasurer", in the case of a corporation; or "Agent", in the case of someone acting as agent or Attorney-in-Fact. A bid by a person who affixes to his signature the word "President", "Secretary", or "Agent", etc., without disclosing the name of his organization will be construed as an individual Bid.

A designation of the work to be performed by the bidder with the bidder's own resources.

A list of names of the subcontractors or other persons or organizations (including those who are listed on the Bid Form and those who are to furnish products fabricated to a special design) proposed for such portions of the work as may be designated in the Bid documents or, if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work including those who are listed on the Bid Form. The bidder will be required to establish to the satisfaction of the County the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the Sections of the Specifications pertaining to such proposed subcontractor's respective trades. Prior to the award of the Contract, the County will notify the bidder in writing if, after due investigation, the County has reasonable and substantial objections to any person or organization on such list. If the County has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at its option, withdraw its bid without prejudice. Subcontractors and other persons and organizations proposed by the bidder and accepted by the County shall be used on the work for which they were proposed and accepted and shall not be changed except with the written prior notification by the County.

2.6. BID GUARANTEE:

Each Bid shall be accompanied by a Bid Bond in the penal sum of five percent (5%) of the gross base bid executed by a corporate surety licensed to execute such bonds under the laws of the State of Florida. An original signed Bid Bond and its current Power-of-Attorney shall be attached to the Bid Proposal Form. This will be retained by the County if the bidder fails to execute the Contract or fails to give satisfactory surety within fifteen (15) consecutive calendar days from the date of the Notice of Award. Bids not accompanied by a bid bond will be rejected.

2.7. REJECTION OF BIDS:

Bids may be rejected if they show any unexplained erasures, omissions, alterations of form, additions not called for, added restricting or qualifying conditions, and or other irregularities of any kind which shall include but shall not be limited to: bid not accompanied by required bid guarantee; inability to obtain bonds; use of forms other than those called for.

The County reserves the right to reject any and all bids and to waive any and all technical defects in the execution of, and informalities in, the submission of any bid.

2.8. AWARDING OF CONTRACT:

The Contract will be awarded to the lowest responsive and responsible bidder, considering total construction and time to complete the project, determined to be in the best interest of Lake County. After the Architect submits their recommendation, the County shall award the bid in accordance with State law and the Lake County Procurement policy.

Should the successful bidder default by not signing the Contract or furnishing surety as specified, then the next low bidder in order of bid price shall be considered the lowest bidder. Should this bidder also default, then the next low bidder shall be considered, etc. In each case, the bidder who defaults shall forfeit its bid guarantee.

2.9. SIGNING OF CONTRACT:

The successful bidder shall sign a Contract with the County based on:

The Lake County Sample Agreement., attached hereto.

Signature requirements shall be the same as those for signing the Bid Form.

2.10 BIDDERS LIAISON/REPRESENTATIVE

If you intend to respond to this ITB, identify a liaison person that the County can send any communications regarding this ITB. Please promptly provide the name, mailing address, telephone number, fax number and e-mail address to the individual listed in Section 3.5 below.

2.11 FIRM FIXED PRICE:

Each price offered in your bid proposal shall be a firm-fixed price. Any bid proposal containing a modifying or “escalator” clause will not be considered. The bid price for each item shall include all materials, labor, supervision, management, and overhead to be performed at the specified point(s) within Lake County, Florida. Each line item shall be priced in accordance with the instructions in Section 5.0: Submittal Requirements.

SECTION 3.0 ADMINISTRATIVE REQUIREMENTS AND INSTRUCTIONS

3.1 INVITATION TO BID (ITB) CLOSING DATE:

The original bid proposal and four (5) complete copies of the bid proposal shall be sealed and delivered to the Lake County Office of Procurement Services no later than June 30, 2006 at 3:00 p.m. Any bid proposal received after this time will not be considered and will be returned unopened to the submitter.

3.2 DELIVERY OF BIDS:

- A. ALL incoming mail and packages will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility PRIOR to delivery to any Lake County Government facility, which includes the Lake County Procurement Services Office.
- B. Each package shall be clearly marked: ITB 06-004 Construction of Citrus Ridge Library.
- C. If you submit your bid proposal package by the **UNITED STATES POSTAL SERVICE**, please send it to:
LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800
- D. If you submit your bid proposal package by a **THIRD PARTY CARRIER** such as Fed-X, UPS, or a private courier, please send it to:
LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
416 W. MAIN STREET
TAVARES, FL 32778
- E. If you plan on submitting your bid proposal package **IN PERSON**, please bring it to:
LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA
- F. Allow sufficient time for transportation and inspection.
- G. A bid proposal will not be considered for award if received in the Procurement Services Office after the official closing date and time regardless of when or how it was received by the Lake County Clerk of the Circuit Court Mail Receiving Center.
- H. Facsimile (fax) or electronic submissions will not be accepted.

3.3 PRE BID CONFERENCE:

A mandatory pre-bid conference will be held at the Board Chambers, 315 West Main Street, Second Floor in the Board Chambers, Tavares, Florida, **June 19, 2006**. Any questions regarding this Invitation to Bid may be addressed in person then. Participation of qualified bidders is highly valued by the County and at this time you shall have an opportunity to offer your ideas. Appropriate suggestions shall be given positive scrutiny and acted upon. However, the ultimate decision to amend this Invitation to Bid shall be at the sole discretion of the County.

Due to the nature of the project, it is strongly recommended that the bidder visit and examine the property.

Questions regarding this Bid should be directed in writing Ten (10) days prior to Bid Opening.

3.4 PUBLIC BID OPENING:

- A. At the date and time specified above, all bid proposals that have been timely accepted by the County will be opened, recorded, and accepted for consideration. The names of the bidders submitting bid proposals will be read aloud and recorded.
- B. Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public bid openings or meetings should contact Procurement Services at 352.343.9839 at least five (5) days prior to the date.

3.5 QUESTIONS CONCERNING ITB:

- A. Questions concerning any portion of this ITB shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this ITB. Questions should be submitted before the pre-bid meeting and at least ten (10) days before the closing date.
- B. Mark subject line or cover page or envelope "Questions on ITB 06-004, Construction of Citrus Ridge Library
Submit questions to:

Donna Thielhart, CPBB, Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800
Phone: 352.343.9839, Fax: 352.343.9473,
E-mail: dthielhart@co.lake.fl.us

- C. No answers given in response to questions submitted shall be binding upon this ITB unless released in writing as an addendum to the ITB by the Lake County Office of Procurement Services.

3.6 BIDDER RESPONSIBILITY/CLARIFICATION AND ADDENDA:

- A. While the County has used considerable efforts to ensure an accurate representation of information in this ITB, the bidder is urged to conduct its own investigations into the material facts and the County shall not be held liable or accountable for any error or omission in any part of this ITB. Before submitting a bid proposal, the bidder shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the County upon which the bidder will rely. If an award is made because of the bid proposal submission, failure to have made such investigations and examinations shall in no way relieve the contractor's obligation to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim for additional compensation or relief.
- B. It is incumbent upon the bidder to carefully examine these ITB specifications, terms, and conditions. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing to the person listed above (fax 352.343.9473 and e-mail are acceptable) in accordance with procedures set forth in the section above. The County will not be responsible for any oral representation given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- C. By submitting a bid proposal the bidder is representing that (1) the ITB specifications and requirements have been read and understood; (2) The bid proposal is made in accordance therewith; and (3) The bidder is familiar with the local conditions under which the proposed services must be performed.

3.7 RESTRICTED DISCUSSIONS:

- A. From the date of issuance of this ITB until final County action, you as a potential Bidder shall not discuss the ITB or any part thereof with any employee, agent, or representative of the County except as expressly authorized by the County point of contact for this ITB. violation of this restriction will result in REJECTION of your bid proposal.
- B. A bidder shall not initiate or execute any negotiation, decision, or action as a result of any verbal discussions with any County employee or agent. Only those communications that are in writing from the authorized County representative identified in Section 3.5 of this ITB shall be considered pertinent to this ITB. Only written and appropriately signed communications from prospective Bidders will be considered by the County.

3.8 CONFLICT OF INTEREST DISCLOSURE:

Each bidder shall complete and have notarized the attached disclosure form (Form 1 B) of any potential conflict of interest that the bidder may have due to ownership, other clients, contracts, or interest associated with this project.

3.9 PUBLIC ENTITY CRIMES:

- A. Pursuant to Section 287.132 and 287.133 Florida Statutes, the County, as a public entity, may not accept any bid proposal from, award any contract to, or transact any business in excess of the threshold amount set forth in Section 287.017, Florida Statutes, with any person or affiliate on the convicted vendor list for the time periods specified unless such person has been removed from the list pursuant to law.
- B. By submitting a bid proposal in response to this ITB, bidders are certifying that Sections 287.132 and 287.133, Florida Statutes, do not restrict your rights to submit a bid proposal to the County.

3.10 BID PROPOSAL PACKAGE:

- A. See Section 5.0: Submittal Requirements for specific requirements.
- B. The bid proposal forms shall be signed by an official authorized to legally bind the bidder to its provisions.
- C. Terms and conditions differing from those in this ITB shall be cause for disqualification of the bid proposal.

3.11 BID VALIDITY PERIOD:

Each bid proposal shall be valid for not less than ninety (90) calendar days after the ITB closing date. Bid proposals with terms less than this may be rejected without consideration.

3.12 WITHDRAWAL OF BID:

Bid proposals may be withdrawn at any time prior to the official closing date and time. You shall be required to produce photo identification that satisfies the County prior to withdrawal or modification of your bid proposal. Negligence upon your part in preparing your bid proposal confers no right of withdrawal after the time fixed for the submission of bid proposals.

3.13 BID REJECTION:

- A. The County reserves the right to accept or reject any or all bid proposals received as a result of this ITB. The County reserves the right to waive any informalities, defects, or irregularities in any bid proposal, or to accept that bid proposal, which in the judgment of the proper officials, is in the best interest of the County and the citizens of Lake County.
- B. The County has the sole discretion and reserves the right to cancel this ITB, and to reject any and all bid proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests to do so.
- C. The County reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the County. Options contained in this paragraph shall also be at the County's sole discretion.

- D. In the event there is a discrepancy between the total amount or the extended amount and the unit prices submitted, the unit price will prevail and the corrected sum shall be considered the bid proposal price.
- E. In the event of default by the contractor, the County reserves the right to award the contract to the next lowest responsive and responsible bidder without any further competition.

3.14 MINOR IRREGULARITIES:

The County reserves the right to waive minor irregularities in submitted bid proposals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the bidder an advantage or benefit not enjoyed by other bidders.

3.15 INCURRED EXPENSES:

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid proposal or offer, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid proposal, the bidder agrees that all costs associated with the preparation of the bid proposal will be solely the bidder's responsibility.

3.16 PERFORMANCE:

- A. The County has no obligation to accept late performance of any service. The County contact person shall be promptly notified of any potential late performance issues. The County reserves the right to cancel all or any part of an order if the service is not performed in accordance with the contract.
- B. The CPM shall be utilized to determine the validity of any delayed claim.

3.17 RECEIPT & ACCEPTANCE

Any service performed as a result of the award of this Invitation to Bid will be accepted by the County Department placing the order pending final inspection. The County will not accept any service until it passes the County's final inspection for quantity, quality and conformance to specifications and completion of all contract requirements. Final inspection shall be conclusive except for latent defects, fraud or such gross mistakes that amount to fraud. Until final acceptance, and after any rejection, risk of loss will remain with the contractor unless the loss results from negligence on the part of the County.

3.18 DISCOUNTS:

The County will consider all discounts except those for prompt payment in determining the lowest net cost for evaluation purposes. Prompt payment discounts shall be computed from date of receipt of correct invoice or receipt and acceptance of service(s), whichever is later.

3.19 LAKE COUNTY IS TAX-EXEMPT:

- A. The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service proposed. The County will sign an exemption certificate if submitted by the contractor.
- B. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.20 DISPUTES/EXCEPTIONS

- A. Any prospective bidder who disputes the reasonableness or appropriateness of any item within this ITB document, any addendum to this ITB document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the bid proposal document or notification. The written dispute shall be sent via certified mail or delivered in person to the Lake County Procurement Services Director, who shall review the written dispute and render a decision which shall be considered final.
- B. Any bidder who may have any exceptions to any requirements set forth in this ITB or the scope of work may identify the item(s) that exception is taken to, including the reason and include these item(s) in a separately marked section of their submitted bid proposal. All such exceptions shall be evaluated by the County.

3.21 EXCEPTIONS/ALTERNATES:

The specifications set forth in Section 1 or the ITB are the minimum required specifications for this ITB. They are not intended to limit competition nor specify any particular Bidder. All bids shall be considered which meet or exceed each item listed in the scope of work. Any exceptions or alternates must be clearly identified and explained in writing and included in the bid proposal and approved by the Architect.

3.22 BRAND NAME OR ALTERNATE:

- A. If a service requested by the ITB specifications has been identified in the specifications by a brand name, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of service that will be acceptable. Bidders proposing an alternate service, must submit the alternate service ten calendar (10) prior to the bid opening and must be approved by the Architect.
- B. Unless the bidder clearly indicates in its bid that it is proposing an alternate service, the bid proposal shall be considered as offering the same brand name referenced in the specifications.
- C. If the bidder proposes to furnish an alternate service, the brand name of the service to be furnished shall be clearly identified. The evaluation of the bid proposals and the determination as to acceptability of the alternate service shall be the responsibility of the Architect and will be based upon information furnished by the bidder. The Architect will not be responsible for locating or securing any information which is not included in the bid proposal package. To ensure that sufficient information is available, the bidder shall

furnish as part of the bid proposal package all descriptive material necessary for the Architect to determine whether the service offered meets the salient characteristics required by the specifications and establish exactly what the bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

3.23 SILENCE OF SPECIFICATIONS:

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

3.24 NO CONFIDENTIALITY OF INFORMATION:

- A. When a decision for award is made or ten (10) calendar days after the bid proposal package is opened, whichever is earlier, the bid proposal package becomes a public record, except as listed below. All material submitted becomes the property of the County. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid proposal does not affect this right.
- B. The County is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Bidders are hereby notified that all information submitted as part of, or in support of a proposal submittal will be available for public inspection as stated above. The bidder shall not submit any information in response to this solicitation, which the bidder considers to be a trade secret, propriety or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder, unless such information is exempt or confidential under the Public Records Act.
- C. Pursuant to Section 119.071 (1) (c), Florida Statutes, financial statements will be exempt from examination by anyone other than legally authorized County employees or agents. The County will maintain the confidentiality of such financial data to the extent provided by law.
- D. Fees for copies of documents, records, materials, and/or reproductions will be charged in accordance with the County's prevailing fee schedules. Copyrighted material may be inspected.
- E. Each bidder shall complete the attached Form 1 C with its bid proposal package.

SECTION 4.0 - INDEMNIFICATION, INSURANCE AND BOND REQUIREMENTS

All indemnification and insurance requirements shall be considered a part of the contract documents.

4.1 INDEMNIFICATION

The contractor shall protect, defend, indemnify and hold the County, its officers, commissioners, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or in any way connected with any act or omission of the contractor, its successors and assigns, its subcontractors or anyone claiming under it or through them or resulting from any breach, violation or non-performance or any covenant conditions or agreement herein contained.

4.2 INSURANCE REQUIREMENTS

The contractor providing services under this agreement shall be required, at contractor's sole expense, to procure and maintain the following types of insurance, until all work covered by the contractor receives final acceptance from the County. The policy limits required are to be considered minimum amounts.

General Liability Insurance policy with a \$1,000,000 (one million) combined single limit for each occurrence to include the following coverage: Operations, Contractual Liability covering the Contract, Broad Form Property Damage, Products, Completed Operations and X, C, U coverage.

Automotive Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$500,000 combined single limit for each occurrence.

Worker's Compensation and Employers Liability Insurance shall cover the obligations of the Contractor in accordance with the provisions of Florida Statutes and any applicable Federal law.

Builders Risk Insurance with all-risk perils for 100% of the cost of the construction, site work and any accepted alternates.

Subcontractor's Insurance shall be the responsibility of the Contractor. Contractor shall ensure that Subcontractors are properly insured to meet the above requirements before permitting them to commence work on the Project.

The Contractor shall provide Certificates of Insurance to the COUNTY demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. The General Liability and Automobile Liability Certificate of Insurance shall name: A Lake County, a political subdivision of the State of Florida, and the Board of County Commissioner's as an additional insured. The Certificates shall identify the Project and/or Contract in the DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS section. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without a thirty (30) day written notice to the COUNTY.

The insurance coverage enumerated above constitutes the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor may procure and maintain at his own expense, any additional insurance, that in his judgment, may be necessary for his proper protection in the performance of his work.

Performance and Payment (labor and materials) Bonds shall be provided by the Contractor in the amount of 100% of the bid amount. Upon award of the bid, all original Performance and Payment bonds will be submitted to Donna

Thielhart, Lake County Procurement Services for recording of said bonds. The bonds will be acceptable to the County only if the following conditions are met:

1. The Surety is licensed to do business in the State of Florida;
2. The Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
3. The Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
4. The Surety is otherwise in compliance with the Florida Insurance Code;
5. The Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
6. The Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. ss9304.

The cost to record Performance and Payment Bonds is: Ten Dollars (\$10.00) for the first page and Eight Dollars and Fifty Cents (\$8.50) for each additional page. A check shall be submitted by the contractor made payable to James C. Watkins, Clerk of the Court.

5.0 SECTION 5.0 SUBMITTAL REQUIREMENTS

5.1 Economy of Presentation:

- A. Each bid shall be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the conditions and requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content.
- B. To expedite the evaluation of bid it is mandatory that bidder follow the format and instructions contained herein.
- C. The County is not liable or responsible for any costs incurred by any bidder in responding to this ITB including, without limitation, costs for presentations and/or demonstrations if requested.

5.2 Bid Guidelines:

To facilitate analysis of its bid, the bidder shall prepare its bid proposal in accordance with the instructions outlined in this section. If the bidder's bid deviates from these instructions, such a bid may, in the County's sole discretion, be rejected. The County emphasis is on accuracy, completeness, and clarity of content.

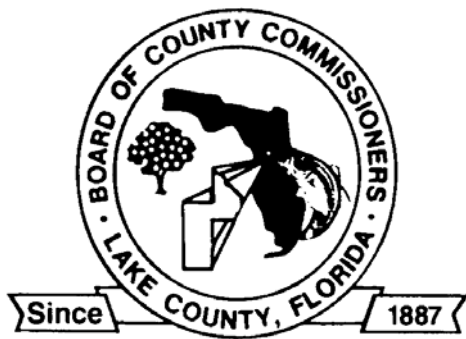
- A. **COMPLETING THE BID:** Submitting a bid is a binding offer to the County. The bidder is agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. Any changes made to the content or format of any form, the County may disqualify the offer. All information shall be legible and either written in ink or typewritten/printed. If a correction or change is made to any document, the person signing the bid proposal must initial the change. The Bid

Proposal Form(s) shall be manually signed in **BLUE INK** by an official authorized to legally bind the bidder to its provisions.

- B. **BID PACKAGE**: Type/print the Invitation to Bid Number, Bid Title, and the closing date and time on the front of the bid envelope / package. Ensure that your bid is securely sealed in an opaque envelope / package to provide confidentiality of the bid information prior to the bid opening. Supporting documents and/or descriptive literature may be submitted with the bid or in a separate sealed envelope / package marked "Literature for Bid (Number).\" Do not indicate bid prices on literature. Submit each required sample in a separate package with the firm's name clearly marked on it as well as the bid number and title.
- C. Complete the Bid Form(s).
- i. This is a Lump Sum bid. (**Attach the Schedule of Values by the sixteen divisions of construction**).
 - ii. Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
 - iii. Insert the maximum number of days from the time the purchase order or contract is received.
 - iv. Insert any prompt payment discount that offer contract completion. Note payment is NET 30 DAYS otherwise.
 - v. Insert the number of days or months the price will remain firm.
 - vi. Complete the information required and sign the form where indicated.
 - vii. CPM Schedule

Telegraphic, verbal, electronic or facsimile (fax) bid will not be considered for award.

- D. References: Provide at least three (3) recent references where the proposed service has been used within the past three years. Please use the form attached.



BID FORM

6.1

(Name of Bidder)

(Street or P.O. Box)

City, State, Zip)

Telephone No.

(Contractor's Florida License No.)

This is a Lump Sum bid.

The undersigned, having carefully examined the Bidding Requirements, Agreement, Conditions of the Agreement, Drawings and all subsequent Addenda, visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, labor and service to complete INVITATION TO BID No. 06-004, for the CONSTRUCTION OF THE CITRUS RIDGE LIBRARY, Completion date is Four Hundred and Twenty Calendar Days (420) for substantial completion and Four Hundred and Fifty Calendar Days (450) for final completion, all to be in accordance with these documents for the following amounts:

BASE BID (As per contract documents)

(Words) _____

(Figures) \$ _____

The base bid shall be considered for the final bid award.

Visited and fully investigated the site and has reviewed and is familiar with all addenda, and the complete Project drawings concerning this Project and that this bid is based on the requirements of all addenda, and the complete Project drawings as they affect this bid and the possible resulting Contract.

Addenda have been received as follows:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

(Name of Bidder)

By: _____
(Signature)

SEAL: Title: _____

References

6.2

#1	Agency	
	Address	
	City,State,ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#2	Agency	
	Address	
	City,State,ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	
#3	Agency	
	Address	
	City,State,ZIP	
	Contact Person	
	Telephone	
	Date(s) of Service	
	Type of Service	
	Comments:	

Form 1 B - Conflict of Interest Disclosure Form 6.3

I HEREBY CERTIFY that

1. I (printed name) _____ am the
(title) _____ and the duly authorized representative of the firm of
(Firm Name) _____ whose address is
_____, and that I possess the legal
authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or
apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. This bid proposal is made without prior understanding, agreement, or connection with any corporation, firm,
or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or
fraud.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

Sworn to and subscribed before me this _____ day of _____ 2004

Personally Known _____

OR Produced Identification _____, Type of Identification _____

My Commission Expires _____

(Printed, typed or stamped commissioned name of notary)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

Form 1 C - Compliance with Public Records Law 6.4

Upon award recommendation or ten (10) days after opening, submittals become “public records” and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a bid authorizes release of your credit data to the County

If you submit information exempt from public disclosure, you must identify with specificity which page(s)/paragraph(s) of your bid package is (are) exempt from the Public Records Act and identify the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting an offer in response to this solicitation, you specifically agree to defend and indemnify the County and its officers, employees and agents, and hold them harmless from any claim or liability and defend any action brought against them for their refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: ITB-_____

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID PROPOSAL

BID BOND

6.5

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

, as Principal, and _____

as Surety, are hereby held and firmly bound unto Lake County, a political subdivision of the State of Florida, and the Board of County Commissioners, as Owner in the penal sum of, (5 percent of the Contract Bid) _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 2004.

The condition of the above obligation is such that whereas the Principal has submitted to Lake County Board of County Commissioners, a certain Bid, attached hereto and hereby made a part hereof to enter a contract in writing, for the

Construction of the Citrus Ridge Library
Lake County, Florida

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void; otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as the corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

By: _____(L.S.)

By: _____(L.S.)

Title: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department” s most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida and have a Florida Licensed Resident Agent.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT We,
_____(hereinafter called the "Principal"), whose principal business
address is _____, and whose telephone number is _____; and
_____(hereinafter called the
"Surety"), whose principal address is _____, and whose telephone number is _____,
a surety insurer chartered and existing under the laws of the State of _____ and
authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County
Commissioners, Lake County, Florida (hereinafter called the "Owner"), whose principal address is 315 West Main
Street, Tavares, Florida 32778, and whose principal telephone number is (352) 343.9525. in the sum of

(\$ _____) for payment of which we bond
ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for BID No. 06-004 Construction of Citrus Library in
accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof,
and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of
any default by Principal under the Contract, including, but not limited to, all delay damages,
whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified
in the Contract; and
4. Promptly make all payments to all persons defined in s. 713.01 whose claims derive directly or
indirectly from the prosecution of the work provided for in the Contract;

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected
with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time,
alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications
referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such
changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond. It is expressly understood the
time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this day of _____, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

Witness as to Principal

By:
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____ of _____, a _____ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:

Print Name: _____

;

COMMISSION NUMBER:

My commission expires:

BOND NO. _____
SURETY:

Witness as to Surety

By: _____
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

STATE OF

COUNTY OF

The forgoing instrument was acknowledged before me this _____ of _____, a _____ Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

NOTARY:

Print Name:

COMMISSION NUMBER:

My commission expires:

PAYMENT

BY THIS BOND, We, _____ (hereinafter called the "Principal"), whose principal business address is _____, and whose telephone number is _____; and _____ (hereinafter called the "Surety"), whose principal address is _____, and whose telephone number is _____, a surety insurer chartered and existing under the laws of the State of _____ and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Owner"), whose principal address is 315 West Main Street Tavares, Florida 32778, and whose principal telephone number is (352) 343.9839, in the sum of _____ (\$ _____) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for BID No. 06-004 Construction of Citrus Ridge Library said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

BOND NO. _____

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____ DAY OF _____ 20__ (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Witness as to Principal

By: _____
(Authorized Signature)

Witness as to Principal

(Printed Name)

(Title)

(Business Address)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this
by _____ of _____, a
_____ Corporation, on behalf of the Corporation. He/She is personally known to me or has
produced Florida Driver's License as identification and who did (did not) take oath.

NOTARY:

Print Name: _____

COMMISSION NUMBER: _____

My commission expires:

BOND NO. _____

SURETY:

Witness as to Surety

By:
(Authorized Signature)

Witness as to Surety

(Printed Name)

(Title)

(Business Address)

OR

Witness as Attorney In Fact

As Attorney In Fact (Attach Power of Attorney)

Witness as Attorney In Fact

(Printed Name)

(Business Address)

(Telephone Number)

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS
FACILITIES DEVELOPMENT- DIVISION OF BUILDING
CONSTRUCTION
PROJECT : CITRUS RIDGE LIBRARY
SCHEDULE OF VALUES FORM
PREPARED BY :

ATTACHMENT A

DIVISION NUMBER	ACCOUNT DESCRIPTION	BID AMOUNT
--------------------	---------------------	------------

DIVISION GENERAL REQUIREMENTS

1

1000	SUPPLEMENTARY CONDITIONS	
1010	SUMMARY OF WORK	
1020	CONTINGENCY ALLOWANCE 10% OF BASE BID	10%
1090	REFERENCE STANDARDS	
1107	SURVEYING - CONTROL LINES	
1152	APPLICATION FOR PAYMENT	
1153	CHANGE ORDER PROCEDURES	
1200	PROJECT MEETINGS	
1300	PAYMENT & PERFORMANCE BOND	
1310	PERMITS & IMPACT FEES - ALLOWANCE	\$104,190
1311	BUILDERS RISK INSURANCE	
1312	OVERHEAD & PROFIT	
1317	ON SITE PROJECT MANAGEMENT, SUPERVISION & STAFF	
1320	PROGRESS REPORTS	
1340	SHOP DRAWINGS, PRODUCT DATA & SAMPLES	
1370	SCHEDULE OF VALUES	
1380	PROGRESS PHOTOS	
1410	TESTING LABORATORY SERVICES	
1509	DUMPSTERS	
1510	UTILITIES - TEMP ELECTRICAL & WATER	
1520	CONSTRUCTION AIDS	
1530	BARRIERS	
1540	SECURITY	
1550	ACCESS ROADS AND PARKING AREA	
1560	TEMPORARY CONTROLS - SECURITY FENCE	
1580	PROJECT SIGNAGE	
1590	FIELD OFFICES AND STORAGE	

1600	MATERIAL & EQUIPMENT	
1700	CONTRACT CLOSE - OUT	
1710	CLEANING	
1720	PROJECT RECORD DOCUMENTS	
1730	OPERATING AND MAINTENANCE DATA	
1740	WARRANTIES AND BONDS	
2000	SITE WORK :	
2010	SUBSURFACE SOI INVESTIGATION	
2110	SITE CLEARING	
2200	EARTHWORK	
2210	EARTHWORK - UNDERGROUN UTILITIES	
2270	EROSION & SEDIMENTATION	
2281	TERMITE CONTROL	
2510	SUBGRADE STABILIZATON	
2512	LIMEROCK	
2513	ASPHALT CONCRETE PAVING	
2520	PORTLAND CEMENT CONCRETE PAVING	
2577	PAVEMENT MARKINGS	
2580	CONCRETE CURBS & WALKS	
2666	POTABLE WATER SYSTEMS	
2668	FIREWATER SYSTEMS	
2720	STORM WATER SEWAGE	
2730	SANITARY SEWAGE SYSTEMS	
2810	IRRIGATION SYSTEMS	
2842	BICYCLE RACKS	
2920	LAWNS AND GRASSES	
2930	EXTERIOR PLANTS	
3000	CONCRETE :	
3300	CAST - IN PLACE CONCRETE	
3345	PENETRATING CONCRETE SEALER	
3450	PRECAST ARCHITECTURAL CONCRETE	
3720	CONCRETE PATCHING, LEVELING AND GROUTING	
4000	MASONRY :	
4220	CONCRETE MASONRY UNITS	
5000	METALS :	
5120	STRUCTURAL STEEL	
5200	METAL JOISTS	

5300	METAL DECKING	
5411	STRUCTURAL STEEL STUDS	
5510	METAL STAIRS	
5515	METAL LADDERS	
5520	HANDRAILS & RAILINGS	
5525	STAIR NOSINGS	
5999	MISCELLANEOUS METALS AND FABRICATIONS	
6000	WOOD & PLASTICS :	
6100	ROUGH CARPENTRY	
6200	FINISH CARPENTRY	
6312	FIRE- RETARDANT TREATED LUMBER	
6412	CUSTOM CABINETWORK	
7000	THERMAL & MOISTURE PROTECTION :	
7160	BITUMINOUS DAMPPROOFING	
7175	WATER - REPELLENT COATINGS	
7193	PLASTIC VAPOR BARRIER & PREMOULDED JOINT FILLER	
7213	FIBER GLASS INSULATION	
7214	FOAM FILL MASONRY INSULATION	
7221	RIGID ROOF INSULATION	
7411	STANDING SEAM METAL ROOF PANELS	
7520	MODIFIED BITUMEN ROOF SYSTEM	
7600	FLASHING AND SHEET METAL	
7631	GUTTERS AND DOWNSPOUTS	
7720	ROOF ACCESSORIES	
7901	CAULKING & SEALANTS	
7910	ELASTOMERIC EXPANSION JOINT FILLER	
8000	DOORS & WINDOWS :	
8100	HOLLOW METAL DOORS AND FRAMES	
8112	CUSTOM HOLLOW METAL DOORS	
8113	CUSTOM HOLLOW METAL FRAMES	
8210	WOOD DOORS	
8410	ALUMINUM ENTRANCES & STOREFRONTS	
8412	ALUMINUM CURTAIN WALL FRAMING	
8425	AUTOMATIC SLIDING DOORS	
8710	FINISH HARDWARE	
8800	GLASS & GLAZING	
8801	LAMINATED GLAZING	

9000	FINISHES :	
9111	METAL STUDS	
9220	CEMENT PLASTER	
9250	GYPSUM WALLBOARD	
9310	CERAMIC & PORCELAIN TILE	
9510	ACOUSTICAL CEILINGS	
9651	RESILIENT TILE FLOORING	
9653	RESILIENT WALL BASE & ACCESSORIES	
9681	CARPET TILE	
9830	ELASTOMERIC COATINGS	
9900	PAINTING	
10000	SPECIALTIES :	
10161	SOLID PLASTIC TOILET PARTITIONS	
10200	ALUMINUM WALL LOUVERS	
10350	FLAGPOLE	
10420	CAST PLAQUES & LETTERS	
10440	SIGNS	
10521	PORTABLE FIRE EXTINGUISHERS	
10522	FIRE EXTINGUISHER CABINETS	
10620	PANEL FOLDING PARTITIONS	
10800	TOILET & BATH ACCESSORIES	
11000	EQUIPMENT :	
11050	BOOK DEPOSITORY	
11131	PROJECTION SCREENS	
12000	FURNISHING :	
12485	FOOT GRILLES	
13000	SPECIAL CONSTRUCTION : - NOT APPLICABLE	
14000	CONVEYING SYSTEM : -- NOT APPLICABLE	
15000	MECHANICAL :	
15010	MECHANICAL GENERAL PROVISIONS	
15050	BASIC MATERIALS & METHODS	
15051	ADJUSTING, BALANCING & SYSTEM TESTING	
15055	MOTORS	
15056	MOTOR STARTERS	
15057	ADJUSTABLE FREQUENCY DRIVES	

15058	CONTROL WIRING	
15060	PIPE AND PIPE FITTINGS	
15071	PREINSULATED UNDERGROUND PIPING SYSTEMS	
15080	PIPING SPECIALTIES	
15090	SUPPORTS, HANGERS, ANCHORS AND SLEEVES	
15100	VALVES	
15170	AIR CONTROL	
15210	VIBRATION ISOLATION	
15220	WATER TREATMENT	
15250	INSULATION	
15400	PLUMBING SYSTEMS	
15421	DRAINS, CLEANOUT & ACCESSORIES	
15424	DOMESTIC WATER HEATERS	
15450	PLUMBING FIXTURES AND TRIM	
15480	DISINFECTION OF DOMESTIC WATER LINES	
15500	FIRE PROTECTION SYSTEM	
15673	PACKAGE AIR COOLED HERMETIC SCROLL CHILLERS	
15740	TERMINAL UNITS	
15750	COILS	
15763	PACKAGED AIR HANDLING UNITS	
15778	PACKAGED EMERGENCY AIR CONDITIONING UNIT	
15820	FANS	
15840	SHOP FABRICATED DUCTWORK	
15846	PRE - FABRICATED DUCTWORK	
15860	SHEET METAL SPECIALTIES	
15870	GRILLES, REGISTERS AND DIFFUSERS	
15880	FILTERS	
15900	BUILDING CONTROL SYSTEMS	
15950	SEQUENCE OF OPERATIONS	
16000	ELECTRICAL :	
16010	BASIC ELECTRICAL REQUIREMENTS	
16012	SUBMITTALS	
16013	SUBSTITUTIONS	
16014	REFERENCE STANDARDS AND REGULATORY REQUIREMENTS	
16015	ELECTRICAL SYMBOLS AND ABBREVIATIONS	
16090	TESTS AND PERFORMANCE VERIFICATIONS	
16095	DEMONSTRATIONS OF COMPLETED ELECTRICAL SYSTEMS	
16098	OPERATIONS AND MAINTENANCE MANUALS	
16111	CONDUIT	

16112	SURFACE RACEWAYS	
16123	BUILDING WIRE AND CABLE	
16131	OUTLET BOXES	
16132	FLOOR BOXES	
16133	PULL AND JUNCTION BOXES	
16141	WIRING DEVICES	
16160	CABINETS AND ENCLOSURES	
16170	GROUNDING AND BONDING	
16180	EQUIPMENT WIRING SYSTEMS	
16190	SUPPORTING DEVICES	
16195	ELECTRICAL IDENTIFICATION	
16421	UTILITY SERVICES ENTRANCE	
16441	ENCLOSED DISCONNECT SWITCHES	
16461	DRY TYPE TRANSFORMERS	
16471	PANELBOARDS	
16472	DISTRIBUTION PANELBOARDS	
16491	AUTOMATIC TRANSFER SWITCH	
16510	INTERIOR LUMINARIES	
16530	EXTERIOR LUMINARIES	
16535	EMERGENCY LIGHTING EQUIPMENT	
16621	STANDBY EMERGENCY GENERATOR - RADIATOR COOLED ENGINE	
16671	LIGHTNING PROTECTION SYSTEM	
16691	SURGE SUPPRESSION EQUIPMENT	
16721	ADDRESSABLE FIRE ALARM / DETECTION SYSTEM	
16742	PREMISE DISTRIBUTION SYSTEM	
16785	TELEVISION SYSTEM	
16797	INTRUSION DETECTION SYSTEM	
	SUB - TOTAL CONSTRUCTION COST	
	TTL CONSTRUCTION COST	